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Bridgewater Township
AGREEMENT BETWEEN THE TOWNSHIP OF BRIDGEWATER,
NEW JERSEY AND LOCAL 174 OF THE POLICEMEN'S
BENEVOLENT ASSOCIATION

Term of Agreement

X January 1, 1987 - December 31, 1988

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A G R E E M E N T

This Agreement is made and entered into between the Township of Bridgewater, Somerset County, New Jersey (hereinafter referred to as the "Township" or "employer") and the Policemen's Benevolent Association, Local Number 174 (hereinafter referred to as the "association" or "PBA").

ARTICLE I

Recognition and Representation

The Township recognizes the PBA as the sole and exclusive bargaining agent with respect to terms and conditions of employment for all sworn police officers (hereinafter known as "officers", "police officers" or "members") of the Township below the rank of Captain. The recognition contained herein and all negotiations resulting therefrom shall be pursuant to and in compliance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

ARTICLE II

Legal Reference

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, or Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Policemen such rights as he may have under any other applicable laws and regulations.

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE III

Policemen's Rights

Pursuant to the New Jersey Employer-Employee Relations Act N.J.S.A. 34:13A-1 et seq, the Township hereby agrees that every police officer shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under

the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act N.J.S.A. 34:13A-1 et seq of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policemen with respect to hours, wages or any terms or conditions of employment by reason of his or her membership in the PBA and its affiliates, his or her collective negotiations activities with the Township, or his or her institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

A police officer shall not be disciplined except for just cause.

Elected representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint PBA Management Committee provided the efficiency of the department is not affected thereby.

A police officer shall have the right to inspect his own personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of such inspection.

The Township agrees that the Chief of Police (hereinafter known as the "Chief") shall notify the individual police officer if any material derogatory to that officer is placed in his personnel file.

No disciplinary report shall remain in an officer's file more than four years. It shall be the responsibility of each officer to request that such reports be removed after the aforesaid time period.

The PBA herein waives any right to strike against the Township of Bridgewater even should the right to strike be granted by subsequent legislation during the term of this Agreement.

The PBA further agrees that should any of its members engage in strike action against the Township of Bridgewater, this Agreement will then become null and void.

ARTICLE IV

Management Rights

Except to the extent expressly modified by a specific provision of this Agreement, the Township of Bridgewater reserves and retains solely and exclusively all of its Statutory and Common Law rights to manage the operation of the police department of the Township of Bridgewater, New Jersey, as such rights existed prior to the execution of this or any previous Agreement with the PBA. The sole and exclusive rights of the Township of Bridgewater, New Jersey, which are not abridged by this Agreement, shall include, but are not limited to:

To determine the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decisions, to establish or continue policies, practices or procedures for the conduct of the police department and its services to the citizens;

From time to time, change or abolish such practices or procedures;

To determine and redetermine from time to time the number locations and relocation and types its officers and employees or to discontinue any performance by officers or employees of the Township;

To determine the number of hours per day or week any operations of the police department may be carried out;

To select and determine the number and types of officers required;

To assign such work to such officers in accordance with the requirements determined by the Chief of Police;

To establish and maintain entry requirements into the department, including starting salaries;

To establish and regulate training programs for members of the department;

To establish and change work schedules and assignments, other than emergencies, a five working day notice is required;

To transfer, promote or demote officers or employees for just cause in accordance with the needs of the department;

To lay off, terminate or otherwise relieve officers from duty for lack of work or other legitimate reasons;

To continue, alter, make, and enforce reasonable rules for the maintenance of discipline;

To suspend, discharge or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the Township and/or Management may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Bridgewater, New Jersey.

Nothing herein shall prevent an officer from presenting his or her grievance for the alleged violations of any article of specific terms of this Agreement, nor shall any rights provided by Title 40A of the New Jersey State Statute or any other law or laws be amended or abridged by this Agreement.

ARTICLE V

Vacations, Holidays, Emergency Leave, and Personal Leave

A. Vacations:

Officers shall be entitled to paid vacations based upon length of service as hereinafter provided:

1. All officers covered by this Agreement shall accrue one (1) day of vacation per each month worked in not to exceed the maximum number of days provided herein, except that no vacation time off shall be granted prior to the completion of six (6) months of continuous service.
2. After completion of one year's employment each officer shall be entitled to twelve (12) working days off per year.

3. After completion of three (3) years of service each officer shall be entitled to fifteen (15) working days off per year.
4. After completion of ten (10) years of service each officer shall be entitled to twenty (20) working days off per year.
5. After completion of fifteen (15) years of service each officer shall be entitled to twenty-three (23) working days off per year.
6. After completion of twenty (20) years of service each officer shall be entitled to twenty-five (25) working days off per year.
7. After completion of twenty (20) years of service, twenty-five (25) days. After twenty (20) years of service, one (1) day for each year of service to a maximum of thirty (30) days.

All vacations shall be granted at annual salary rates in effect at the time the officer commences his or her vacation.

The scheduling of vacations shall be done in such a way as to ensure orderly operations and adequate continuous service. The Chief shall have ultimate authority for allocation of vacation times. However, vacations will be granted insofar as possible in accordance with the desires of officers in order of their seniority in their respective ranks or grades. Requests for vacations must be received by the Chief by April 15 for seniority purposes only.

At the time of separation from service, the employee shall be entitled to pay for any full day's vacation earned and not previously used.

B. Holidays:

All department members covered by this Agreement shall be entitled to fifteen (15) paid holidays per year. The rate of pay shall be the straight time, annual rate of pay in effect at the time of the holiday. The said holidays are as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day and the day after
Christmas Day and the day preceding

Payment for these holidays will be made in two semi-annual installments. The first installment is to be made on the last payday in May and shall include payment for five (5) holidays. The second installment shall include payment for ten (10) holidays, and shall be paid on the first payday in November.

In the event that the Mayor declares an additional holiday for the Township employees, police officers shall be entitled to compensatory time off on the following terms and conditions:

1. If it is the officer's regularly scheduled day off or if the officer is on sick leave, the officer shall not be entitled to compensatory time off.
2. If the officer is on duty, the officer shall receive compensatory time off for working his/her regular working hours.

C. Emergency Leave (Death in Family):

Members and employees will be granted leave with pay not to exceed five (5) contiguous days in the event of a death in the immediate family. Members of the immediate family are defined as husband, wife, children, and other members of the same home: father and mother, step-father, step-mother, brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandchildren. Exceptions may be made to the designated members of the immediate family in cases in which the deceased has had a long-standing family relationship with the employee.

In cases where the death of an aunt, uncle, nephew, niece, or cousin of the first degree, three (3) contiguous days off with pay will be granted. Exception to the above may be made where the deceased is buried in another city or state, and the employee would be unable to return in time for duty with the leave granted.

In addition, up to five (5) days sick leave may be granted due to serious illness or hospitalization of member's spouse.

D. Personal Leave:

All department members covered by this Agreement shall be entitled to three (3) personal leave days during each year of this Agreement with pay, one of which may only be granted for the transaction of urgent stated personal business, which shall be reviewed by the Chief for approval.

The member requesting such leave shall do so by providing the Chief with a notification at least forty-eight (48) hours in advance except in the case of an emergency. The granting of a personal leave day shall be consistent with the needs of the department.

Newly hired employees during the remainder of their first calendar year of service shall be granted one and one-half (1½) days of personal leave of absence with pay for each three (3) months of service to the limit of three (3) days.

Personal leave may be used for emergencies, personal business or other personal affairs, observation of religious days or other days of celebration.

Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebration, (3) personal business, and (4) other personal affairs.

Personal days will be scheduled in units of one (1) day or more than one (1) day.

Such leave credit shall not accumulate. Unused balances in any year shall be cancelled.

ARTICLE VI

Sick Leave

All members covered by this Agreement shall be entitled to fifteen (15) working days of sick leave with pay per one year in each calendar year of this Agreement after they have completed one year of satisfactory continuous service. Employees who have worked less than one year shall be entitled to one sick leave day with pay for each month worked. Sick leave may be accumulated from year to year without limit.

Upon termination or resignation in good standing, a police officer who has served ten (10) years with the Bridgewater Police Department shall receive one day's pay for every four (4) days of accumulated unused sick leave based on a maximum accumulation of 200 sick days.

Upon retirement, a police officer who has served ten (10) years with the Bridgewater Police Department shall receive one day's pay for every three (3) days of accumulated unused sick leave based on a maximum accumulation of 240 sick days.

Sick leave shall be at the annual rate of compensation for that member during the time he or she is on sick leave. No sick leave shall be granted for any day not worked unless the officer reporting sick does so prior to the time he or she is expected to report for duty. Such a report from a spouse or parent shall be deemed satisfactory. After the fifth day of sick leave the officer can be requested to file a physician's report with that officer's commanding officer. Failure to file such a requested report can result in the discontinuation of sick leave benefits.

Such a statement shall include a description of the illness and an estimate of when that officer can be expected to return to work. In the event of extended sickness each officer shall be expected to file periodic reports from his or her physician. The Township reserves the right to have any officer examined by a physician of its choice before the granting of any sick leave benefits.

Sick leave benefits may be extended beyond the total accrued limit in the event of a grave sickness or injury that by its nature causes extended hospitalization or confinement. Application for extended sick leave benefits may be made to the Police Commission through the Chief not less than five (5) working days prior to the expiration of normal sick leave benefits. The Police Commission will endeavor to grant such extended benefits when sufficient evidence is presented that such an extension should apply.

In the event that sick leave extension is denied and the matter becomes aggrieved, the aggrieved member shall be placed on sick leave pay totaling one half of normal pay until such time as the grievance is resolved or the grievance

procedure is exhausted. The Township agrees to pay salary and benefits to those members who are injured when on duty. The member in turn agrees to reimburse the Township for such payments received while awaiting or receiving Workmen's Compensation benefits provided, however, that such payment(s) constitutes double or overlapping payment(s).

"Injured on duty" shall also include such injuries that can occur outside the Township provided that the officer injured was on active duty and was performing an official police function.

ARTICLE VII

Other benefits - Increment for Higher Education

An annual compensation of ten dollars (\$10) per college credit for earned college credits shall be paid to all officers hired before July 1, 1983. Payment for such credits shall be made annually on the first payday in December for all credits previously accumulated up until that time, providing the required documentation is submitted to the Township no later than Oct. 31 of each year. These payments shall be made under the following stipulations and exceptions:

1. Only those credits which have been earned during the time an officer is a student in an accredited police science, law enforcement of criminal justice program, social sciences, or psychology, will be compensated for.
2. Only those credits which have been acquired from a recognized college or university will be compensated for.
3. Generally, those courses which are included in the normal curriculum of the institute's police science, law enforcement or criminal justice program will be deemed worthy of compensation. However, the Chief reserves the right to determine the suitability of such courses which may or may not be directly or indirectly related to enhance the professional competency of the officer.
4. Additionally, the Township shall only pay for up to and including a maximum of 105 college credits for each applicable college credit during each year of this Agreement.
5. No payment whatsoever shall be made to any officer who has not successfully completed at least two courses with Grade "C" or better during the last two semesters immediately preceding the first payday in December. If an officer does not attend any courses for one (1) calendar year and has at least thirty (30) but less than sixty (60) college credits, the officer shall receive compensation for the thirty (30) credits which were previously earned. If the officer does not complete two (2) additional courses in the next calendar year all college incentive pay will be forfeited until such time as the officer completes two (2) additional courses.
6. Certified transcripts and/or grade cards must be filed with the Chief as proof of payment. Those officers who have received an associate in arts or science degree or who have successfully completed their sophomore year shall not be required to attend additional classes in order to continue receiving annual college credit compensation.

7. No officer shall receive payment for accrued college credits if more than one (1) month of the previous twelve (12) month period immediately preceding the first payday in December was spent on probationary police officer status.

ARTICLE VIII

Overtime

Overtime compensation shall be paid to any officer below the rank of Lieutenant when he is required to work in excess of a complete regular tour of duty, or a regularly scheduled day off when that officer is not compensated by another day off. The Township will comply with the Fair Labor Standards Act and all State and Federal rules with respect to overtime. Officer below the rank of Captain and above the rank of Sergeant shall be compensated in the form of time and one-half compensatory time. The rate of compensation shall be one and one-half the officer's regular rate of pay except that an officer may elect to receive overtime in the form of compensatory time rather than pay. Such compensatory time shall be at the rate of one and one-half hours for each hour of work provided that the officer should have worked in excess of the normal tour of duty in which overtime is acquired. The election of mode of overtime payment shall be made at the time the officer submits his or her overtime slip to his or her commanding officer.

If an officer retires, resigns or is terminated, the officer shall be paid for any compensatory time which the officer has accumulated in accordance with Police Department policy. The officer shall be compensated at the officer's hourly rate of pay at the time of retirement, resignation or termination. There shall be a maximum of 200 hours of compensatory time which shall be payable.

Officers who are requested or ordered to remain beyond a normal tour will receive overtime compensation for the exact amount of overtime worked to the nearest half hour. Officers who are called in to work overtime shall receive a minimum of three (3) hours pay at straight time rates for up to the first two (2) hours worked. If any officer, after being ordered in to duty, works more than two (2) hours, his pay shall then revert to the one and one-half time hourly rate to the nearest half hour. Overtime compensation shall be paid once a month on the first bi-weekly pay period of the month for overtime earned the previous month.

ARTICLE IX

Clothing and Clothing Allowance

Non Uniformed Officers

Those members of the department who are regularly assigned to investigative duties shall be granted a clothing allowance of \$500 (five hundred dollars) annually. Said allowance shall be made in the form of purchase order vouchers which shall be signed by the vendor of the clothing and shall contain a full description of the articles purchased. Purchases can be made with any reliable established clothing vendor, but the total amount of purchase order vouchers submitted by an eligible member shall in no case exceed \$500. Members who are newly assigned to investigative duties shall be permitted to use a prorated

amount of the above amount according to the actual amount of time spent in such duties during the normal calendar year. The Township agrees to replace any civilian clothes assigned to detectives which are ruined in the line of duty with funds from the Police Department budget.

All clothing purchased by the above-described method shall become the property of the Township upon the separation of that member from the Department.

Uniformed Officers

The Township agrees to furnish all uniformed officers covered under this Agreement all normal operational uniforms and equipment (except for undergarments). The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty, except any uniforms that are damaged or destroyed due to the negligence of the officer shall be repaired or replaced at that officer's own expense.

The Township further agrees to provide for the cleaning and normal maintenance of clothing and equipment except that clothing that is damaged or destroyed through the negligence of the individual officer shall be repaired or replaced at the private expense of that officer.

ARTICLE X

Health Insurance

New employees will pay one-third of the cost for Health Insurance during their first year of service. The Township agrees to furnish to all police officers and their families covered under this Agreement at the completion of the employees first year of service at no charge to such employees, health insurance coverage as provided by:

Hospital Insurance Plan of New Jersey (New Jersey Blue Cross Plan, including Rider J 14/20 series),

Medical-Surgical Plan of New Jersey (New Jersey Blue Shield Plan),

The Prudential Insurance Company of America (Major Medical Insurance),
and

Blue Cross Prescription Drug Plan (\$3.00 - Co-payment).

The complete details of this coverage are provided in the booklet New Jersey State Health Benefits Program, HB-80-22-782 (7-82).

Dental Insurance

New employees will pay one-third of the cost for Dental Insurance during their first year of service. The Township agrees to furnish to all police officers only at no charge upon the completion of the employees first year of service, insurance coverage for the following benefits: Diagnostic, preventive, oral surgery, restorative, endodontics, periodontics, and prosthodontic. There will be a 100% coverage for preventive and diagnostic services and a 50/50 co-payment of all other remaining basic services and prosthodontic benefits of the usual, customary and reasonable fees for these dental services.

Survivorship Clause

The Township agrees to pay to the spouse of an officer killed in the line of duty the following benefits: Health insurance to and including age sixty, and dependent children up to and including age eighteen, as required by medicare and insurance regulations. Any deductions for family plans, etc. will be on a payroll deduction basis.

ARTICLE XI

Compensation

Effective January 1, 1987, and for the full term of this Agreement, the 1986 annual salaries will remain in effect and will be paid bi-weekly to employees covered by this Agreement as follows:

<u>Police Officer</u>	<u>Annual Base Salary</u>
Grade "D" (up to one full year's service)	----
Grade "C" (second full year's service)	\$26,076
Grade "B" (third full year's service)	\$28,499
Grade "A" (fourth year and beyond)	\$30,926
Sergeants	\$33,352
Sergeant 1st Class	\$33,752
Lieutenants	\$36,748

- A. The PBA's acceptance of this Article is conditioned upon formal approval by ordinance of the Township Council of the Township of Bridgewater of the transfer of Township police officers from the PERS to the PFRS, such ordinance to request special state legislation authorizing such transfer by ordinance rather than by referendum, and State approval and Township implementation of such transfer. In consideration for the benefit to be derived by the PBA members from the transfer authorization described above, this Agreement reflects the agreement of the PBA to forgo a salary increase for 1987 and 1988; further, the PBA agrees that, if the transfer is approved, it will contribute to the Township funds equal to one half of the 1987 and one half of the 1988 longevity payments in order to enable the Township to make such payments notwithstanding the fact that such payments are not obligations of the Township under this Agreement for 1987 and 1988. Longevity payments shall be made to the employees within 30 days of receipt of funds to cover same from the PBA.

Additional Compensation

On Call

Hours on call shall be defined to mean those hours when the member must remain at a given location in a state of readiness to report for active duty.

Each member covered under this Agreement who serves a minimum of 600 normally scheduled hours on call during each calendar year shall receive an annual increment for service in the amount of three hundred dollars (\$300).

A member who is required to be on call in court matters shall receive two (2) hours compensatory time for each eight (8) hours on call to a maximum of forty (40) hours annually. An employee who is required to appear in court shall have the overtime pay provision apply on that day, and not this on-call provision. The compensatory time shall be used in accordance with existing Department policy.

Longevity Increment

1. All members who successfully complete their fifth year of service shall, at the start of their sixth year of service, receive two percent (2%) of their annual base salary.
2. All members who successfully complete their tenth year of service shall, at the start of their eleventh year, receive three percent (3%) of their annual base salary.
3. All members who successfully complete their fifteenth year of service shall, at the start of their sixteenth year, receive four percent (4%) of their annual base salary.
4. All members who successfully complete their twentieth year of service shall, at the start of their twenty-first year, receive five percent (5%) of their annual base salary.
5. No member shall receive more than \$1,500.00 of longevity pay.
6. Payment for longevity shall be made annually on the last payday in May.
7. Longevity increment and payments are specifically subject to paragraph A of this Article XI.

Shift Differential

A member who works a rotational shift or three (3) rotating shifts past 2:00am in a continuous 180 day period, shall receive an annual \$350.00 shift differential in 1987 and \$400.00 shift differential in 1988, to be paid on the first payday in December.

ARTICLE XII

Grievance Adjustment Procedure

The procedure for adjusting grievances shall provide each officer with full opportunity for presentation of his or her grievance and for the participation of the PBA representatives. All negotiable terms and conditions of employment may be subject to arbitration. Should a dispute arise between the Township, the PBA and any member officer covered under this Agreement as to meaning, application or operation of any provision of this Agreement or as to any disciplinary act or as to any other term or condition of employment not covered by this Agreement, such disputes or difference shall be presented by any one of the parties within no more than thirty (30) calendar days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual agreement changed or waived in part or in its entirety, shall be as follows:

Step "A"

The Chief shall meet the grievant and any appropriate representative from the PBA and the grievant's attorney if the grievant so chooses. The grievance shall be reduced to writing prior to said meeting within the 30 day period. This meeting shall occur within fifteen (15) calendar days after the submission of the written grievant within fifteen (15) calendar days after the meeting has taken place.

Step "B"

If the grievance is not settled in Step "A", then the grievant or his appropriate representative shall make a written request for a second meeting with the Bridgewater Township Police Commission. This request shall be filed with the Chief within fifteen (15) calendar days after receiving the initial reply from the Chief as provided for in Step "A". The Chief shall then arrange a mutually acceptable meeting within fifteen (15) calendar days after receiving the request to meet with the Police Commission or at such other time as may be mutually agreed upon. The Police Commission's answer for Step "B" shall be delivered to the grievant within five (5) working days after the meeting.

Step "C"

If the grievance is not settled in Step "B" then either party can file notice with the other that they wish to invoke the arbitration procedure set forth below.

Within twenty (20) days following notice to the other party of the wish to go to arbitration, the party demanding arbitration shall request from the

Public Employment Relations Commission (PERC) a list of arbitrators to be present to the parties. The parties shall select arbitrators in accordance with the rules established by the Public Employment Relations Commission (PERC). Such arbitrator shall serve in the manner set forth in the rules and regulations of PERC.

The entire cost of arbitration shall be borne equally by the PBA and the Township.

The decision of the arbitrator will be in writing and will include reasons for his decision. The decision of the arbitrator will be final and binding upon the PBA and the Township.

NOTE: Time limitations on any of the above steps may be extended by mutual agreement.

ARTICLE XIII

Term

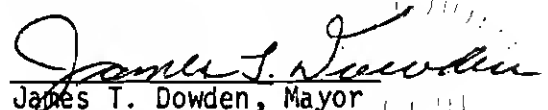
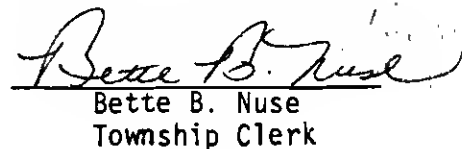
This Agreement and the benefits contained therein shall be in full force and effect from January 1, 1987, through and including the 31st day of December 1988. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other party not less than 120 days prior to such expiration date. Collective negotiations on the terms of a new Agreement shall commence no later than ten (10) working days thereafter.

This Agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

BRIDGEWATER PBA LOCAL 174



TOWNSHIP OF BRIDGEWATER


James T. Dowden, Mayor
Bette B. Nuse
Township Clerk